

## **The complaint**

Ms W is unhappy with the service British Gas Insurance Limited (BG) provided when she reported a leak.

## **What happened**

Ms W had HomeCare Four home emergency landlord cover with BG for a flat which she let.

The tenant told Ms W that a pipe was leaking into the flat downstairs. She reported it to BG and it arranged for an engineer to attend. After the planned appointment time had passed, Ms W called BG again. BG said its engineer had attended but couldn't gain access, so left a card. After complaining about the next appointment deadline BG offered for the following morning, Ms W was given a new appointment for that same evening.

BG attended and, after Ms W removed the kitchen cupboard to provide access, the engineer repaired the leak. Unfortunately, the engineer damaged the cold water pipe and advised Ms W to contact BG again for it to arrange a repair to the pipe.

Ms W called BG that night and arranged an appointment, which the tenant later rearranged for a day later. When BG attended, the engineer said the pipe wasn't covered under the policy. He emailed a private quote for the work to Ms W, who hadn't been present for the appointment.

Unhappy with BG's claim that the damage its engineer caused wasn't covered, Ms W asked BG to come out again to fix the pipe. BG attended two days later and repaired the cold water pipe as well as the original leak which had continued to run into the downstairs flat.

Ms W complained to BG and after an exchange of calls and emails, BG paid Ms W £130 for the inconvenience caused. Ms W wasn't happy with the sum offered because she had incurred costs, as follows:

- waived £190 of her tenant's rent
- travel costs
- loss of half a day's pay
- a small gift for her neighbour in the downstairs flat;
- offer to contribute to redecorating the downstairs flat

Ms W asked BG to cover her costs and pay compensation for the inconvenience caused to her and her tenant, but it thought its offer was enough.

Our investigator didn't uphold the complaint. She thought that some of the inconvenience was due to the leak itself which BG wasn't responsible for. But for the service shortfalls identified, which BG didn't dispute, our investigator thought that its offer was fair.

Ms W didn't agree. She repeated her request for compensation and for BG to cover her lost income and travel costs.

The complaint was passed to me to decide.

### **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

While I realise Ms W will be disappointed, I've decided not to uphold her complaint. I'll explain why.

The underlying issues here are that BG didn't attend the first appointment promptly, the leak wasn't properly repaired, and, after its engineer damaged the cold water pipe, her tenants were left without cold water and use of a washing machine for seven days. Because of this, Ms W says she has lost income and incurred additional costs.

Little of the circumstances around this complaint is disputed, so I'll focus on the key issues and the complaint as a whole, while deciding whether what BG did was fair and reasonable, or whether it should've done more.

Ms W's policy covers her tenanted property for emergency situations, including leaking pipes. The terms of the policy allow tenants to make direct contact with BG, taking some of the pressure off landlords:

*"The added benefits you get with us*

*We'll speak to your tenants. If your tenants need something fixed or inspected, they can arrange a visit.*

*Our engineers call ahead so you know when they're on their way."*

I've commented on this in particular because Ms W said that the engineer didn't turn up before the deadline for the first appointment. BG says there was no answer at the door, so a card was left. However, one of the benefits of this landlord policy is that the engineer will call ahead. It seems that didn't happen, so I can understand why Ms W felt frustrated and doubtful about BG's claim that an engineer attended within the correct timeframe.

The engineer attended around 90 minutes after the original deadline. I know Ms W had called BG a few times before then, but some of those calls were before the first deadline. At that point BG hadn't failed to attend so I don't think it's fair to include the earlier calls as evidence of inconvenience caused by BG. But it shouldn't have been necessary for Ms W to chase BG for an update once the deadline had passed. I think that's a shortfall in service.

The engineer believed the leak was repaired during the first appointment but, unfortunately, he damaged the cold water pipe in the process. I understand that sometimes accidents happen, especially when working in a tight space, but I think BG should've done more here. Instead of telling Ms W to contact BG to make another appointment for the new damage to be repaired, I think the engineer could've arranged that for her, or at least made sure BG was aware of the repair needed. Doing so might've prevented the subsequent shortfalls in service.

All the above relates to the first appointment. Ms W goes on to say that she was inconvenienced because she cancelled plans for that evening, and she incurred costs for travelling to meet the engineer for the appointment. However, the original leak wasn't BG's fault and Ms W would've experienced the inconvenience and incurred the same costs had it arrived within the deadline, fixed the leak and not damaged the pipe. So, I think BG's mistakes here are limited to missing the deadline and not arranging the follow up work for Ms W.

Moving on to the second appointment, Ms W didn't attend so there was no direct inconvenience or cost to her. The tenant arranged the appointment for that day so I can only assume that it wasn't inconvenient for them. But the shortfall in service here is that the engineer was unaware the damage was caused by the previous engineer and he refused to cover the work under the policy. Ms W also complains that he emailed her a quote for the work.

I agree that this is a shortfall. The matter could've been resolved during the second appointment if the first engineer had logged the details with BG properly. Although Ms W complained that she could've been out of pocket if she'd paid for the quoted work, she didn't accept the quote or pay so there is nothing for BG to fix. So, while I agree the appointment wasn't successful and is a shortfall on BG's part, I think the inconvenience caused to Ms W is relatively small.

I understand that there was some confusion caused when Ms W called to arrange a third, same day appointment because of a provisional date already booked in. Nevertheless, BG did attend on the day she called and fixed both the damaged pipe and the original leak. I'm not aware that Ms W knew until then that the leak was ongoing, possibly because the outward signs of it were in the downstairs flat. Having to reattend to repair a leak isn't necessarily uncommon. It's possible the first engineer believed the leak was fixed – I doubt he would've left the appointment thinking otherwise. And Ms W didn't have to attend because BG could've dealt directly with her tenant. I understand that, after the second appointment, Ms W might've preferred to be at the flat, but that was still her choice and, to some degree, part of being a landlord. So I don't think it's fair to say BG caused significant inconvenience, though I agree there was some shortfall in service because of the confusion around appointments.

Ms W bought her neighbour a gift as an apology and offered to contribute towards the decoration needed to repair damage caused by the leak. She also reduced her tenant's rent by £190 for the week they were without cold water and use of a washing machine. In turn Ms W would like BG to cover those costs along with the cost of her travel and loss of pay when she attended the appointment. As I've said above, it was Ms W's choice to attend the appointment, so I don't think it's fair to ask BG to cover her travel costs or loss of pay. I can understand why Ms W made the offers she did to her neighbour and tenant – she's a conscientious landlord. But some of the damage to Ms W's neighbour's flat would've been caused before the leak was reported to BG so it isn't responsible for contributing towards redecorating costs. Ms W made those decisions and I don't think it's fair to ask BG to reimburse her.

Overall, I think that BG made mistakes here, but I think they're limited to late attendance at the first appointment, general poor customer service in terms of making appointments, and a lack of clear communication between BG and its engineers leading to inconvenience for Ms W. BG offered Ms W £130 in recognition of its shortfalls, and I think that's fair given the circumstances described. I won't be asking BG to do any more.

### **My final decision**

For the reasons given above, my final decision is that I don't uphold the complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Ms W to accept or reject my decision before 14 January 2021.

Debra Vaughan  
**Ombudsman**

